

# NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES

PAGE ONE

## IMPORTANT NOTICE

The attention of both Club and Player is specifically directed to the following excerpts from Professional Baseball Rule 3(a):  
"No Club shall make a contract different from the uniform contract and no club shall make a contract containing a non-reserve clause, except permission be first secured from the . . . President of the National Association. The making of any agreement between a Club and Player not embodied in the contract shall subject both parties to discipline; and no such agreement, whether written or verbal, shall be recognized or enforced."

## Uniform Player Contract

**Parties**  
The Knoxville Baseball Club, herein called the Club, a member of the Southern League, Association, and Dorn E. Seidholz herein called the player, of 1303 Richmond Lane Wilmette, Illinois are parties of this contract.

**Recital**  
The League of which the Club is a member is a league of the National Association of Professional Baseball Leagues (hereinafter referred to as the "National Association"). As such, and jointly with other clubs of its League, it is a party to the Constitution and By-Laws of the League of which it is a member, and is subject to and governed by the Agreement of the National Association of Professional Baseball Leagues (hereinafter referred to as the "National Association Agreement"), and the Professional Baseball Agreement and Rules, between the National Association, on the one hand, and the American League of Professional Baseball Clubs and its constituent clubs and the National League of Professional Baseball Clubs and its constituent clubs, on the other hand. The purpose of these Agreements, Rules, Constitutions and By-Laws is to assure the public wholesome professional baseball by defining the relations between Club and Player, between Club and Club, between League and League, and by vesting in a designated Commissioner of Baseball, in the Executive Committee and President of the National Association and in the League President, broad powers of control, of discipline, and of decision in case of disputes.

**Agreement**  
**Employment**  
**YEAR**  
In consideration of the facts above recited and of the promises of each of the other, the parties agree as follows:  
1. The Club hereby employs the Player to render, and the Player agrees to render, skilled services as a baseball player in connection with all games of the Club during the year 19 74, including the Club's training season, the Club's exhibition games, the Club's playing season, any official league play-off series, any other official post-season series in which the Club shall be required to participate, and in any game or games in the course of which the Player may be entitled to share. The Player covenants that at the time he signs this contract he is not under contractual obligation to any baseball club other than the one party to this contract and that he is capable of and will perform with expertness, diligence and fidelity the service stated and such other duties as may be required of him in such employment.

**Payment**  
2. For the service aforesaid subsequent to the training season, except an official post-season series other than an official league play-off series, the Club will pay the Player personally at the rate of \$ 500.00 (Five Hundred dollars) per month, as follows:

In semi-monthly installments, after the commencement of the playing season covered by this contract, unless the Club is "abroad", in which event the amount then due shall be paid on the first day (other than a Sunday or legal holiday) after the return "home" of the Club. The terms "home" and "abroad" mean, respectively, at and away from the city in which the Club has its baseball park.

The obligation to make such payment shall begin with the commencement of the Club's playing season (or such subsequent date as the Player's service may commence) and end with the termination of the Club's scheduled playing season and any official league play-off series in which the Club participates, except that if the Player is in the service of the Club for part of the playing season only, he shall receive such proportion of the payment above stipulated as the number of days of his actual employment in any month bears to the number of days in said month.

The Club shall be obligated to compensate the Player for his services in an official post-season series other than an official league play-off series in accordance with the provisions of the written agreement governing the playing of said post-season series.

**Loyalty**  
3. (a) The Player agrees to serve diligently and faithfully the Club, or any other Club, to which this contract may be assigned, as provided in paragraph 6 hereof; to keep himself in first-class physical condition, and to observe and comply with all requirements of the Club respecting conduct and service of its team and its players at all times, whether on or off the field, and pledges himself to the public to conform to high standards of personal conduct, fair play and good sportsmanship.

**Baseball**  
**Promotion**  
(b) In addition to his service in connection with the active playing of baseball, the Player agrees to cooperate with the Club and participate in any and all promotional activities of the Club and its League, which, in the opinion of the Club, will promote the welfare of the Club or Professional Baseball.

**Pictures**  
(c) The Player agrees that, while in the Club's uniform, photographs, whether still or action, and motion pictures may be taken and telecasts made, of himself, individually or with others, at such times or places as the Club may designate; that all rights therein shall belong to the Club; and that they may be used, reproduced or otherwise disseminated by the Club, directly or indirectly, in any manner the Club desires. The Player further agrees that during the playing season (as defined in paragraph 1 of this contract) he will not make public appearances, participate in radio or television programs, permit his picture to be taken, sponsor commercial products or services, or write or sponsor newspaper or magazine articles, without in each case the written consent of his Club, which, however, shall not be withheld except in the reasonable interests of the Club or Professional Baseball, provided, however, that at no time shall the Player, while in the Club's uniform, engage in any of the foregoing activities without the written consent of the Club.

**Player**  
**Representations**  
4. (a) The Player represents that he has no physical or mental defects known to him, which would prevent or impair performance of his services.

(b) The Player represents that he does not, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any Major League or National Association Club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while under contract to the Club, or any assignee thereof, acquire or hold any such stock or interest, except in accordance with Professional Baseball Rule 20(e).

**Playing**  
**for Others**  
5. (a) The Player agrees that, while under contract and prior to expiration of the Club's right to renew the contract, and until he reports to his Club for spring training, if this contract is renewed, for the purpose of avoiding injuries he will not play baseball otherwise than for the Club, except that he may participate in post-season games as prescribed in the National Association Agreement.

**Other**  
**sports**  
(b) The Player and the Club recognize and agree that the Player's participation in other sports may impair or destroy his ability and skill as a baseball player. Accordingly, the Player agrees he will not engage in professional boxing or wrestling and that, except with the written consent of the Club, he will not play professional football, basketball, hockey or other contact sport.

Assignment

6. (a) The Player agrees that this contract may be assigned by the Club (and reassigned by any assignee Club) to any other Club in accordance with the Professional Baseball Rules and National Association Agreement.

(b) No assignment of this contract shall be made to a Club of equal or higher classification during the championship season unless the compensation to be paid by the assignee Club is at least equal to the monthly rate stipulated in paragraph 2 hereof.

If an assignment of this contract is made to a Club of lower classification, the monthly rate of compensation shall be not less than the rate usually paid by the assignee Club to its players of like ability, notwithstanding that the assignment is to a Club commonly owned or controlled by the assignor. A subsequent retransfer to the assignor, herein, during the same season or thereafter shall not entitle the Player to be paid any difference in compensation resulting from such transfer or retransfer.

Reporting

(c) The Player shall report to the assignee Club promptly (as provided in Regulation 7, on Page Four) following receipt of written or telegraphic notice from the Club of the assignment. If the Player fails so to report, he shall not be entitled to any payment for the period from the date he received written or telegraphic notice of the assignment to the date he reports to the assignee Club.

Obligations of Assignor and Assignee "Club"

(d) Upon such assignment, the assignee Club shall be liable to the Player for payments accruing only from the date he reports to, and contracts with, the assignee Club, and the assignor Club shall remain liable to the Player for payments accrued at date of the assignment plus (if he so reports) payment for the travel time normally required to reach the city to which directed to report.

(e) All references in this contract to the "Club" shall be deemed to mean and include any assignee of this contract.

Termination On Application of Player

7. (a) If the Club is in arrears to the Player for any payments due him under this contract for more than fifteen (15) days, or if it fails for more than fifteen (15) days to perform any other obligation agreed to be performed by the Club hereunder, the Player shall be entitled to apply to the President of the National Association to terminate this contract, and if the Club shall fail to remedy such default as to such payment or other obligation within such time as the President may fix, the President shall terminate this contract by a declaration of free agency, but the Club shall remain liable to the Player for all payments due him at the date of such termination.

By Club

(b) The Club may terminate this contract upon written or telegraphic notice to the Player if the Player shall at any time:

(1) fail, refuse or neglect to conform his personal conduct to standards of good citizenship and good sportsmanship, or to keep himself in first-class physical condition, or to obey the Club's requirements respecting his conduct and service; or

(2) fail, in the opinion of the Club's management, to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club's team; or

(3) fail, refuse or neglect to render his services hereunder, or in any other manner materially breach this contract.

(c) The Club may also terminate this contract if the Player becomes disabled. If the contract is so terminated by the Club and the Player complies with the provisions of Regulations 2 and 3 on Page Four, the Player shall be entitled to the payments and benefits set forth therein.

Procedure

(d) Before terminating this contract in accordance with sub-paragraphs (b) or (c) of this paragraph 7, the Club must comply with any waiver rules of its League applicable thereto.

Regulations Rules

8. The Player and the Club accept as part of this contract the Regulations printed on Page Four hereof.

9. The Club and the Player agree to accept, abide by and comply with all provisions of the Constitution and By-Laws of the League of which the Club is a member, of the Professional Baseball Rules, and of the National Association Agreement, which pertain to player conduct and player-club relations, and with all decisions of the Commissioner, of the President or Executive Committee of the National Association, and of the League President pursuant thereto.

Renewal

10. (a) On or before March 1 (or if a Sunday then the next succeeding business day) of the year next following the playing season covered by this contract, the Club may notify the Player of its intention to renew this contract, by tendering him a contract for the term of such year, except that the compensation rate shall be such as the parties may then agree upon. Such tender shall be deemed to have been made if the contract is delivered to the player personally or mailed to him at his last address of record with the club, or his address following his signature hereto, which shall be deemed such last recorded address unless the Club shall have been notified by the Player, through registered mail, of his new address. In the absence of agreement by the parties, the compensation rate shall be determined as provided in paragraph 11, but pending such determination the Player will accept the compensation rate fixed by the Club or else will not play otherwise than for the Club.

(b) The Club's right to renew this contract as provided in sub-paragraph (a) of this paragraph 10 and all covenants, promises and representations of the Player have been taken into consideration in determining the amount payable under paragraph 2 hereof.

Disputes

11. (a) In the case of dispute between the Player and the Club arising under the provisions of this contract, the same shall be referred to the President of the National Association, as an arbitrator, and the arbitrator's decision shall be accepted by all parties as final, subject to such right of appeal as is set forth in Regulation 9 on Page Four of this contract.

Publication

(b) The Club, the League President, the President and Executive Committee of the National Association, and the Commissioner, or any of them, may make public the findings, decision and record of any inquiry, investigation or hearing held or conducted, including in such record all evidence or information, given, received or obtained in connection therewith.

Legislation

12. This contract is subject to Federal or State legislation, regulations, executive or other official orders, or other governmental action, now or hereafter in effect, which may directly or indirectly affect the Player, Club or the League, and subject also to the right of the Commissioner or the Executive Committee of the National Association to suspend the operation of this contract during any national emergency.

13. The terms "Commissioner", "President of the National Association", "Executive Committee of the National Association" and "League President" shall mean the person or persons holding any such office or exercising the powers and duties of any such office, at any time during the term of this contract or any renewal thereof.

Special Covenants

14. If Player is to receive or has received any additional payment of any nature or kind whatsoever from the Club or from any other source whatsoever in connection with this contract which is not set forth in paragraph 2 of this contract, it must be inserted below, giving name of payor, amount and nature of payment, when paid or to be paid, etc.

Player Donn E. Seidholz is to receive a cash bonus of \$6,000.00 (Six thousand dollars) upon approval of this contract by the President of the National Association.

In addition, the player is to receive a cash bonus of \$6,000.00 (Six thousand dollars) on Sept. 1, 1975.

Player also is to participate in the Incentive Bonus Plan.

"The player and the club recognize and agree that the player's participation in other sports and athletics may impair or destroy his ability and skill as a baseball player. Accordingly, the player agrees that he will not engage in any amateur or collegiate sports or athletics until he first has obtained the written consent of the club."

Contingent  
Bonus

15. (a) Any provision of this contract which entitled the Player to receive a bonus payment if he is retained by the Club on a designated date or for a designated period shall be subject to the following: In the event of the Player's placement on the Restricted, Voluntarily Retired, Military, Disqualified or Ineligible List, prior to the date upon which the bonus payment becomes due, payment of the bonus shall be suspended until after the Player has been reinstated to the Active List and has reported to and been retained by the Club for the number of days equal to and complying with the conditions of this contract; provided, however, that in case of placement on the Military List no contingently postponed bonus payment shall become due until after the Player, following reinstatement, has reported to the Club (or an assignee thereof) and been retained on the Active List for at least 16 days of a playing season or seasons.

Deferred  
Bonus

(b) Any provision in this contract which entitled the Player to receive a deferred bonus payment, or payments, on a designated date, or dates, shall be subject to the following: In the event of the Player's placement on the Restricted, Voluntarily Retired, Disqualified or Ineligible List prior to the date upon which such payment, or any installment thereof, becomes due, the Club shall further defer any such payment or payments until after the Player has reported to the Club following reinstatement from such inactive list, for a period equal to the number of days elapsing between the effective date of the Player's placement on such inactive list and the date the deferred payment or any installment thereof would otherwise become due. In the event of the Player's placement on the Military List, the foregoing shall apply in all particulars, except that if the Player's death occurs while he is in the Armed Forces or if he suffers an injury or other incapacitation while in the Armed Forces which renders him permanently incapable of playing professional baseball, the deferred bonus payment, or payments, shall be made to his estate, in the event of such death, or to him, in the event of such permanent incapacitation.

Earlier  
Date  
Applies  
Contract  
Contains  
Entire  
Agreement  
Approval  
Required

(c) In the event the official date of placement on any of the inactive lists enumerated above is later than the date the Player ceased to be an active player, the earlier date shall apply in determining the new date of the contingent and/or deferred bonus following the Player's reinstatement to the Active List of his Club.

16. The Club and the Player covenant that this contract fully sets forth all understandings and agreements between them, and agree that no understandings or agreements, whether heretofore or hereafter made, shall be valid, recognized, or be of any effect whatsoever, unless and until set forth in a new Uniform Player Contract executed by Player and Club, filed with and approved by the President of the National Association and complying with the Professional Baseball Rules and National Association Agreement.

This contract shall not be valid or effective unless filed with and approved by the President of the National Association.

A copy of this contract when executed must be delivered to the Player, in person, or by registered or certified mail.

SEAL

Signed this ..... day of ..... A.D., 19.....

(Club)

By .....

Authorized Club Official Sign Here

This contract must be received at National Association office within 20 days from date it is signed by Player. Player MUST DATE AND SIGN IN OWN HANDWRITING, giving initials and Street and HOME CITY address.

(Date)

(Month)

(Year)

PLAYER  
DATE  
HERE

Signed this 13 day of June A.D., 1974

Player date here in OWN handwriting at time of signing this contract.

Consent of Parents or Guardian

Consent is given to the execution of this contract by the minor player party hereto and such consent shall be effective as to any assignment or renewal thereof under paragraphs 6 and 10 hereof. Consent is irrevocably given for the duration of this contract or any renewal thereof under paragraph 10 to the payment of all earnings and bonuses personally to the minor player party. These consents are expressly given as an inducement to enter into this contract.

Parent-Guardian

Parent-Guardian

Donn E Seidholz  
PLAYER SIGN HERE

13  
Player's Home Address - Street and No.

Wilmette Ill.  
City and State

Social Security No.

## REGULATIONS

1. The Club's playing season for the year covered by this contract shall be as fixed by the League of which the contracting Club is a member.
2. The Player when requested by the Club must submit to a complete physical and/or dental examination at the expense of the Club and, if necessary, to medical, surgical or dental treatment at the Player's expense (except as otherwise provided herein). Upon failure of the Player to do so, the Club may take such action as it deems advisable under Regulation 8 hereof. Disability directly resulting from injury sustained in the course and within the scope of the player's employment under his contract during the playing season shall not impair his right to receive the full payment stipulated in paragraph 2 of his contract for a period of two weeks from the date of such disability if his disability continues during such period (but said period shall not be considered for purposes of determining whether any additional payments may be due the Player under the Special Covenants of the contract), together with the reasonable medical and hospital expenses incurred during the term of his contract by reason of the disability which are not provided for by Workmen's Compensation insurance or the equivalent thereof, for the period of the disability, not exceeding six months, but only upon the express prerequisite condition that the Player must have given written notice to the Club of the place, time, cause and nature of the injury, within 10 days from date of such injury. Failure to give such notice shall not impair the rights of the Player, as herein set forth, if the Club has actual knowledge of such injury. The Club shall have the right to select the medical, surgical or dental service (including hospitals or clinics) to be rendered the Player or to approve such service if selected by the Player. If the Player be not released during or at the end of said two weeks' period, the Club shall continue to be obligated to him for compensation under the terms of the contract to its termination, or to such prior date as the Club may have given him an unconditional release. Any Workmen's Compensation checks received by the Player for the period the Club is paying him in full shall be endorsed by him and transmitted to the Club.
3. A Player who is disabled during the training season and whose contract is terminated during such training season or during the first two weeks of the playing season while he is so disabled, shall be paid by the Club at the rate specified in paragraph 2 of his contract for a period of two weeks from the first day of the playing season, and medical and hospital expenses as specified in Regulation 2; provided: (a) The Player's disability directly results from an injury sustained in the course and within the scope of the Player's employment under this contract; (b) the Player gives the Club written notice of the place, time, cause and nature of the injury within five days from the date of such injury or prior to the termination of his contract, whichever is earlier, provided that the failure to give such notice shall not impair the rights of the Player, as herein set forth, if the Club has actual knowledge of such injury; (c) the Player, if requested by the Club, provides the Club with medical proof of his disability. If a Player is injured during the training season and is not released by the end of the first two weeks of the playing season, the Club shall continue to be obligated to him for compensation under the terms of the contract to its termination, or to such prior date as the Club may have given him an unconditional release. Any Workmen's Compensation checks received by the Player for the period the Club is paying him as specified in this Regulation shall be endorsed by him and transmitted to the Club.
4. The Club will furnish the Player with necessary uniforms, exclusive of shoes. At the end of the playing season (including post-season series games, if any) or upon assignment of this contract, or unconditional release, the Player must return to the Club such uniforms and any other property of the Club in his possession.
5. The Club will provide and furnish the Player during spring training and while "abroad", as defined in paragraph 2 of the contract, with board and lodging, and will pay all of his actual and necessary traveling expenses (including meals enroute). The Player agrees to use at all times during the training season, playing season, and all official league play-off series and other official post-season series the means of transportation provided by the Club in transporting its players from one place to another. If while "abroad" the Club elects to leave the Player "home", as those terms are defined in paragraph 2 of the contract, it shall be liable to him for such meal expenses as it would have paid if he had accompanied the team, provided the Player is on the Club's Active or Disabled List, except that no such payment shall be due the Player if his permanent residence is located in the home city of the Club or if he returns to his permanent residence during the team's absence from the Club's home city.
6. In order to enable the Player to fit himself for his duties, the Club may require him to report for practice and conditioning at such places and times as the Club may designate and to participate in such exhibition games prior to the playing season as the Club may arrange as provided in paragraph 1 of the contract. The Club shall reimburse the actual, necessary traveling expenses (including meals enroute) paid by the Player for reporting from his home city to the Club's training place (including the Club's home city if that is used as the Club's training place) whether ordered to go there directly or otherwise, but the Club may select the transportation to be used and the route to be taken. In the event the Player fails so to report and to participate in such exhibition games, the Club may require the Player to get in playing condition, to the satisfaction of the Club, at his own expense, and may also impose a reasonable fine.
7. In case of assignment of this contract the Player agrees to report promptly to the assignee Club within the number of days travel reasonably required by the use of the transportation authorized or furnished by the Club.
8. For violation by the Player of any rule or regulation, the Club may impose a reasonable fine and deduct the amount thereof from the Player's compensation, or may suspend the Player without compensation, or both, at the discretion of the Club, but if suspension exceeds ten days the Player may appeal to the President of the National Association.
9. Any claim which the Player may wish to present must be filed, in itemized or detailed form, with the President of the National Association within 120 days of the maturity of the claim. In cases involving \$300.00 or more, or free agency, the Club or Player may appeal from the President's decision to the Executive Committee of the National Association, and the Player only shall have a further right of appeal from the decision of the Executive Committee to the Commissioner, whose decision shall be final. To perfect such appeal, or appeals, written notice thereof must be given the President of the National Association within 30 days from date of the decision from which appeal is taken.
10. The following shall apply if the Player signed this contract as a free agent: Subsequent to the execution of this contract by the Player, the Club may require the Player to undergo a physical examination by a physician of the Club's choice and at the Club's expense. If such examination reveals the presence of any physical defect, congenital or otherwise, which in the judgment of the physician would or might substantially impair the Player's ability to play professional baseball and which was present at the time of execution of this contract by the Player, the Club may terminate the contract forthwith without payment to the Player of any bonus provided for herein.

Approved  
and  
Recorded

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President of the National Association

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League President